Case: 1:19-cv-00145-DAP Doc #: 116-1 Filed: 03/07/19 1 of 6. PageID #: 3232 EXHIBIT A



ARTICULATION AGREEMENT between South University and Argosy University

I. PURPOSE

The purpose of this articulation agreement (the Agreement) is to establish procedures and guidelines for eligible students to transfer from **Argosy University** to the following list of South University (SU) degree programs listed below:

Argosy Program	South Program	
Associate of Arts of Psychology	Bachelor of Arts in Psychology	
Associate of Science in Business Administration	Associate of Science in Business Administration	
Associate of Science in Information Technology	Associate of Science in Information Technology	
Bachelor of Arts of Psychology	Bachelor of Arts in Psychology	
Bachelor of Science in Business Administration	Bachelor of Business Administration	
Bachelor of Science in Criminal Justice	Bachelor of Science in Criminal Justice	
Bachelor of Science in Information Technology	Bachelor of Science in Information Technology	
Doctor of Business Administration	Doctor of Business Administration	
EdD of Organizational Leadership	Doctor of Business Administration	
Master of Science in Management	Master of Business Administration	
Masters of Business Administration	Masters of Business Administration	
Masters of Clinical Mental Health Counseling	Masters in Clinical Mental Health Counseling	
Masters of Human Resources Management	Master of Human Resources Management	
Masters of Public Health	Masters in Public Health	
MS of Organizational Leadership	Master of Science in Leadership	
Pastoral Community Counseling EdD	Doctorate in Ministry	
RN to Bachelor of Science in Nursing	RN to Bachelor of Science in Nursing	

II. ELEMENTS OF THE AGREEMENT

- A. Admission to South University
 - Argosy University transfer students will be reviewed as pre-qualified applicants for South University degree programs. Applicants will be required to complete all South University admissions requirements in effect at the time of application. South University admissions requirements are detailed in its most recent catalog.

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- To be eligible for application to the identified programs, a student must be a current or
 former student in good standing with Argosy University, meeting the eligible student
 definition above and enrolled in one of the designated Argosy University programs covered
 by this agreement.
- Upon acceptance and signing of the South University enrollment agreement, transfer students will be subject to all South University policies, codes of conduct, college procedures, and requirements. These are described in the most recent South University catalog.

B. Credit Transferability

- South University and Argosy University will draft and maintain Course Transfer Guides; as an addendum to this Agreement, which identify the Argosy University courses, which satisfy specific course, general education or unrestricted elective requirements at South University.
- 2. Transfer guides will be used for associate and bachelor's degree students at Argosy University in programs that exist in parallel with those at South University.
- 3. Argosy University transfer students will be eligible for a course- by-course review for transfer of credits to South University.
- 4. South University will complete a course-by-course review of all transfer credits submitted on official transcripts from **Argosy University**.
- 5. Argosy University transfer students who are unable to fulfill South University prerequisites at Argosy University must complete them at South University. Prerequisites are listed in the current South University catalog and vary based on the bachelor's degree program and emphasis chosen.
- 6. Argosy University transfer students must fulfill South University requirements, which entail completion of no less than 25 percent of their program requirements at South University, including a minimum of 50 percent of the major requirements, including the capstone course, at South University. Other stipulations are outlined in the Academic Policies section of the South University catalog. Credit earned through any combination of Transfer Credit, Challenge Credit or Experiential Credit will not exceed 75 percent of total credits required for graduation (70% for those students who reside in Virginia).

C. Financial Arrangements

 Any tuition and fees charged to the Transfer Students by the South University will match current tuition and fees as listed in the most current Academic Catalog. All Argosy University transfer students will be eligible for a 30% discount of the tuition listed in the catalog.

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D. Coordination

- 1. South University (SU) and Argosy University (AU) agree to:
 - a. Coordinate their efforts to facilitate a collegial and mutually beneficial relationship;
 - b. Provide accurate and timely information about the articulation agreement to prospective SU students, and;
 - c. Designate academic alliance coordinators as primary contact persons for the respective institutions to facilitate coordination of this agreement.

2. South University agrees to:

- a. Provide Argosy University relevant transfer information and current South University brochures and/or catalogs;
- Communicate with Argosy University students, via e-mail, postal mail, telephone, and other means to offer them the opportunity of enrolling in one of the listed programs at South University.

3. Argosy University agrees to:

- a. Work with South University to promote this agreement to eligible students through onsite events and distribution of marketing materials and by communicating the benefits of this articulation agreement to Argosy University students;
- b. Make a summary available to students, staff, and faculty about the agreement to which South University and Argosy University mutually agree, and;
- c. Cooperate with SU to establish data transfer of curriculum and of student records, when applicable, and with student permission in accordance with all applicable laws and regulations.

III. Terms

- A. This Agreement is effective for the South University academic term beginning with the date of the fully executed document, and shall continue until terminated. Both parties must approve amendments to the Agreement in writing.
- B. Either party may terminate the Agreement upon 90 days' written notice to the other party.
- C. Notwithstanding the foregoing, either party may terminate the Agreement immediately in the event that participation under the Agreement may give rise to a violation of any requirement of federal or state law or regulation or the requirements of any accrediting agency having jurisdiction.

ARTICULATION AGREEMENT between South University and Argosy University

- D. Admission criteria and academic and other requirements will be subject to the South University Catalog at the time of the student's admission to SU. Active students at the time of termination will be grandfathered into their selected program.
- E. The Agreement may be executed by either electronic or facsimile transmission in one or more counterparts, each of which shall be deemed an original.
- F. Confidentiality Any information shared between the parties which by their nature should be reasonably understood by the receiving party as confidential or proprietary information, shall remain confidential.

Notice:

Signed by:

The person(s) signing this Agreement represent and warrant that he or she has the authority to contractually bind his or her organization to the terms and conditions of this Agreement. This Agreement and any attachments* constitutes the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties related to the subject matter hereof.

	• •
Name	Date
Name, Title	
Argosy University	
	e wy
Mr Attention	3/6/2019
Name	Date
Jay Stubblefield, PH.D., Vice Chancellor for	Academic Affairs
South University	
DETEN KATERO	3/6/2019
Name	Date
Steven Yoho, Ph.D., Interim Chancellor	•
South University	

*Course Transfer Guide for each program listed above are only attachments.

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Memorandum of Understanding

Transfer Grant for students enrolled at an Argosy University campus or fully online program that is no longer enrolling students

The following information outlines the eligibility requirements and conditions for the Transfer Grant. This grant is being offered to students who are enrolled at an Argosy University campus or fully online program that has ceased enrolling new students. South University is offering this Transfer Grant to ease the burden of transferring to another institution and offset the cost of credits ineligible for transfer due to different curriculum requirements or campus transfer criteria.

Eliaibility Requirements:

- (1) Applicant must be a student attending an Argosy University campus that has ceased enrolling new students as of March 1, 2019; or Inactive students from Argosy University with an enrollment history that have an LDA (last date of attendance) on/after August 1, 2018.
- (2) Award is contingent upon the application and acceptance into a program of study at South University, Campus or Online Programs.
- (3) Must be a newly enrolled student by September 19, 2019.
- (4) Must be continuously enrolled (taking at least one course at a time) with no unapproved breaks.
- (5) Must maintain a minimum cumulative GPA of 3.0 for any graduate level program and 2.0 for any undergraduate program.
- (6) Student must have a signed Memorandum of Understanding on file.
- (7) Employees or immediate family members who are eligible for the Dream Center Education Holdings, LLC (DCEH) Tuition Assistance Program (or future tuition assistance programs that would replace the DCEH Tuition Assistance program) are not eligible to participate in the Grant program, either as recipients or donors.

Additional Conditions:

- (1) The Transfer Grant is awarded in the amount of 30% of tuition per credit hour.
- (2) The Transfer Grant cannot be redeemed for cash; grant will be applied to tuition and fees.
- (3) The Transfer Grant can only be used for one program and will not be offered for additional programs pursued.
- (4) The Transfer Grant will be disbursed to the student account after the completion of each quarter, and after verifying that the eligibility criteria were met.
- (5) In the event that the student's enrollment is terminated either by the student or the institution, including but not limited to withdrawal, cancel, academic termination, financial termination, or expulsion; or in the event that the student fails to fulfill the terms of the grant, only the portion of the grant awarded for terms completed and partial terms attempted up to the date of determination will be honored. Any portion of the grant scheduled to be awarded after the date of determination becomes null and void.
- (6) The Transfer Grant may not be combined with any other institutional awards, including the Military Tuition Scholarship.

General Conditions:

- (1) South University reserves the right to cancel, suspend and/or modify the Transfer Grant or any part of it. If terminated, South University may, in its sole direction, determine the Transfer Grant recipients from among eligible students received up to time of such action using the eligibility procedure outlined above.
- (2) South University, in its sole discretion, reserves the right to disqualify any eligible student who is in violation of student responsibilities as outlined in the University's Academic Catalog and Student Handbook.

Limited Liability:

- (1) South University is not responsible for:
 - a. Any incorrect or inaccurate information whether caused by the student, printing typographical or other errors or by any of the equipment or programming associated with or utilized in the Transfer Grant.
 - b. Printing, typographical, technical, computer, network or human error which may occur in the administration of Transfer Grant, the uploading, the processing or the announcement of the Transfer Grant or in any grant-related materials.
- (2) Disputes: Except where prohibited, eligible students agree that all disputes, claims and causes of action arising out of or connected with this grant program shall be resolved individually, through the Student Affairs Department at South University.

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Memorandum of Understanding

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By signing this Memorandum of Understanding, I agree that:

- (1) I have chosen to accept the Transfer Grant.
- (2) If I fail to meet any of the eligibility requirements, the Transfer Grant will be revoked and I will be billed in full for courses taken.
- (3) I have read and agreed to the above terms and conditions of the Transfer Grant and I understand the nature of the grant and the extent of my obligations.

Student Name	
Signature	Date
Student ID#	
Guardian represents that he/she has the legal	arent or Legal Guardian must also sign below. By signing below said Parent or Legaright to and does consent to the terms and conditions of this Transfer Grant. Sai best of his/her ability; the information contained in this application is accurate.
Parent/Guardian Name	
Signature	Date
Daytime Phone Number:	

By checking this box, I consent to representatives of South University contacting me about EDUCATIONAL OPPORTUNITIES via email, text or phone, including my mobile phone if provided above, using an automatic dialer. I understand that my consent is not a requirement for any purchase. Message and data rates may apply. I understand that I may withdraw my consent at any

Programs, credential levels, technology, and scheduling options vary by school and are subject to change. Not all online programs are available to residents of all U.S. states. Administrative office: South University, 709 Mall Blvd, Savannah, GA 31406 © 2019. South Universty. All rights reserved. Our email address is materials review@south.edu.

See suprograms.info for program duration, tuition, fees, and other costs, median debt, alumni success, and other important info.